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Principal and Agent—Rights of Principal—Duties of Agent.—In *Eunean v. Rieger et al.*, 16 S. W. Rep. 854 (Mo.), the court sets out at length the strictness to which an agent is held in dealings with his principal. Eunean, who lived in the Indian Territory, owned a house in Kansas City which had been condemned as unsafe. After an inspection of the house, he authorized Rieger, his agent, to sell it and the lot for \$4,500.00. Rieger sold the property to Mills, an impecunious acquaintance, agreeing to save him harmless and take the property himself if Mills could not pay for it. Of the transaction with Mills, Rieger fully informed Eunean, who was satisfied therewith. Afterwards Mills conveyed the property to Rieger's brother who in turn conveyed it to Rieger himself. Of this last conveyance Rieger did not tell Eunean till about a month before this suit was brought. The property was worth \$12,000.00. The court ordered a re-conveyance to Eunean. In the decision Thomas, J., says: "He [Rieger] was the plaintiff's agent in respect of this property, and it was his duty as such to get as much for it as possible; the law will not permit him to reap an advantage he has acquired by reason of his confidential relation. Nor does it make any difference that plaintiff may have known that defendant was to become the owner of the property in a certain contingency, and that he did in fact become the owner of it. The only question a Court of Equity will ask, in the investigation of transactions between parties sustaining a confidential relation to each other, is whether an advantage has been obtained by virtue of that relation. * * * The fairness or unfairness of the transaction will not be considered in such case. An agent cannot serve two masters. If he undertakes to act for himself and at the same time for his principal, and reaps an advantage by his double dealing, the law will take it from him, unless the principal, knowing all the facts, has allowed the agent to so change his condition that he cannot be put in *statu quo*, and thus make it inequitable to rescind the contract." Citing *Michaud v. Girod*, 4 How. 503; Story on Agency, § 210.

Electric Street Railways—Rights of Telephone Companies in Streets.—The Supreme Court of Ohio in a recent case (*Cincinnati Inc. Plane R'y. Co. v. City and Sub. Telegraph Ass'n*, 48 Ohio St., 27 N. E. Rep. 890) has considered the question as to the respective rights of electric railroad and telephone companies when operating lines in the same street. The telephone company attempted to enjoin the railroad from employing the ground circuit for the return current of electricity, claiming such use seriously interfered